

BOSTON CUSTOM-HOUSE.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

*Copies of papers in relation to the purchase of ground for the use of
the Boston custom-house.*

AUGUST 5, 1856.—Referred to the Committee of Ways and Means.

TREASURY DEPARTMENT,
August 2, 1856.

SIR: I have the honor herewith to transmit copies of papers numbered from 1 to 3 inclusive, exhibiting the details of a conditional contract entered into by and between the collector of the customs at Boston, Massachusetts, on behalf of the United States, and the Boston Pier, or the Long Wharf, and the Central Wharf and Wet Dock Corporations, for the filling up of the dock between Central and Long wharves, in Boston, the widening of the street on the east front of the custom-house, and the extension and maintenance of the drains.

The grounds on which this arrangement has been predicated, and the interests of the United States to be promoted thereby, will be found clearly stated in the papers herewith transmitted.

Being entirely satisfied that the widening of the street on the water front of the custom-house, to be kept open and unobstructed for custom-house and other purposes, and that the construction and maintenance, without any further expense to the United States, for the use and benefit of the custom-house, of a suitable drainage, ought to be secured, on the terms proposed, I authorized an arrangement to be entered into to that effect, conditioned on an appropriation by Congress, and I have now the honor to recommend that an appropriation be made by law of fifteen thousand dollars for that purpose.

I am, sir, respectfully, your obedient servant,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. N. P. BANKS, Jr.,
Speaker House of Representatives.

No. 1.

CUSTOM-HOUSE, BOSTON,
Collector's Office, November 2, 1855.

SIR: The agents of the Long and Central Wharf Corporations having notified me of an intention "to have" "a block of buildings erected upon the dock land," "directly eastward of the custom-house," and the occupation of this land, in the manner and under the circumstances proposed and existing, being a matter in which the United States are interested, I deem it proper to bring the subject to your notice.

By reference to the plan herewith it will be seen that the site upon which the corporations propose to build is now an open dock, extending from the street on the east front of this building, between Long and Central wharves, to the harbor.

In the deeds conveying to the United States the land on which the custom-house stands, it was stipulated that no building other than wharves should ever be erected within sixty-five feet of the easterly line of the custom-house main building; and it was also stipulated that the drains, which now discharge into the head of the dock through said premises, should be carried out in such direction as the grantees might deem expedient, and at the sole expense of said grantees. By a deed to the city of Boston, made by the corporations of Long and Central wharves, shortly after the conveyance to the United States, these corporations conveyed to said city certain lands bordering on the site purchased by the United States, among them being a tract lying between the easterly line of the custom-house main building and a line drawn parallel thereto *forty-five feet distant*, stipulating that said lands, with certain reservations in favor of the United States, should be forever kept open and unincumbered as and for a common highway.

The corporations do not propose to do anything inconsistent with these agreements, but, in erecting their projected buildings, they propose to bring them up to the line sixty-five feet distant from the main part of the custom-house. It is obvious that the erection of a block of buildings, five or six stories in height, within the distance specified of one east front, would be a serious detriment, as it would necessarily exclude the light from the offices on that front to such an extent as to render them exceedingly inconvenient for the transaction of business. Other inconveniences would result from the extreme narrowness of the street which would be left between the custom-house and the proposed new building, materially affecting the general value of the public property. The width of the passageway, as it now exists, between the custom-house and the dock, is sixty-five feet, being the space between the main building and the line on the plan marked B; of this the portico and the steps cover twenty-one feet, leaving a space of *forty-four feet*; and as the corporation, in their deed to the city, only conveyed a tract of forty-five feet from the main building, for the purpose of a street, it follows that the space actually appropriated and set apart as a highway has only a width of twenty-four feet. The boundary of this street is shown on the plan by the line marked A.

Now, what the corporations referred to suggest, for the consideration of the United States, is this: To carry out the drains discharging into the dock to the end of Central wharf, which will cost about \$10,000, as estimated, without expense to the government, and to throw out twenty feet of land for the purpose of widening the street, making the space between the custom-house and the proposed building eighty-five feet in width, as shown on the plan by the line marked C. The value of this land, together with the expenses of drainage, is estimated at \$45,000. Of this sum the corporations propose to assume one-third, and that the balance be divided equally between the city and the United States, making the proportion of the latter \$15,000. In other words, they propose that the government shall pay them the sum of fifteen thousand dollars to secure the free access of light and air to their building, the conveniences of a wider street, and to be relieved from the expense of carrying out the drains which discharge into the dock.

For any further information which may be required to enable the department to act upon this subject, which I regard as one of great importance, I beg to refer you to Mr. Young, the architect of this building, now attached to the department, with whom I conversed on the subject when in this city, who, from his personal familiarity with the premises, can, I have no doubt, make any explanation which may be necessary.

Very respectfully, your obedient servant,

C. H. PEASLEE, *Collector.*

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

No. 2.

TREASURY DEPARTMENT, *December 26, 1855.*

SIR: I acknowledge the receipt of your letter of the 24th instant, with the United States district attorney's report in regard to the erection of buildings by the Long and Central Wharf Companies, on the dock-land east of the custom-house.

You are hereby authorized to make a contract with the companies in question, on the terms proposed and conditioned, on the approval by Congress.

The district attorney's opinion is herewith returned.

Very respectfully, your obedient servant,

JAMES GUTHRIE,
Secretary of the Treasury.

C. H. PEASLEE, Esq.,
Collector, &c., Boston, Massachusetts.

No. 3.

In consideration of the benefits to be received, and the money to be paid in carrying into effect the filling up of the dock between Central

and Long wharves, the widening of the street on the east front of the custom-house, and the extension and maintenance of the drains, it is hereby covenanted and agreed, by and between the proprietors of Boston Pier or the Long Wharf, a corporation duly established by authority of the Commonwealth of Massachusetts, and the Central Wharf and Wet Dock Corporation, another corporation duly established by authority of said Commonwealth, both acting together as the party of the first part, and the United States of America, acting on the second part by Charles H. Peaslee, collector of customs, under and by the authority of James Guthrie, Secretary of the Treasury of the United States, and upon the express condition and limitation that the agreement herein made on behalf of the said United States shall be subject to the approval of Congress, in appropriating the sum necessary to carry it into effect. That said party of the first part, intending to erect a block of buildings upon the dock-land directly eastward of the custom-house in Boston, do covenant and agree on their part with the said United States, that, in consideration of the sum of fifteen thousand dollars to be paid to them by the United States, they, the said party of the first part, whenever they shall fill up said dock and erect any building or other structure thereon, will cause the same to be so done as to widen, open, and extend the present open space between the east front of the custom-house and the said dock, so as to establish a street there, forever to be kept open, eighty-five feet wide, extending said street and open space eighty-five feet from the easterly line thereof to, and parallel with, the easterly line of the walls of the main building of the custom-house, without any erection or obstruction whatever in and on said passage-way, to be used and kept open for a street and public highway. And further, that in filling up said dock they will and shall, at their own cost, and without any cost or expense to the said United States, extend and construct a new and proper drain or drains, from the said custom-house to the end of said dock, as far as the same may be filled up, and will forever keep up and maintain said drain or drains, or cause it to be done by the city of Boston, so as to furnish a suitable and necessary drainage for the use and convenience of the said custom-house building and appurtenances; it being understood that the said city of Boston may have a full and free right to use, enjoy, and maintain the said drain or drains as a common sewer or sewers, to the same extent as other common sewers of the city, not interfering with the right of use of the United States. And it is further agreed by the party of the first part, that they shall also make and execute to the city of Boston a paper deed of dedication, in the usual form of deeds required to be given of land taken to lay out or widen streets in said city.

And the United States on their part, by the said Peaslee, acting in their behalf as aforesaid, do agree to pay to the said party of the first part the sum of fifteen thousand dollars, in case the said party of the first part shall first execute and perform their part of this agreement, or shall so satisfy the said United States that the same is to be fully executed and performed, as that the Secretary of the Treasury may in his judgment, and consistent with the required act of Congress, make such payment.

Witness our hands and seals interchangeably to this agreement, in the respective capacities aforesaid, this twenty-third day of July, eighteen hundred and fifty-six.

THOMAS LAMB, [L. s.]
President of Boston Pier or the Long Wharf Corporation.

MOSES WILLIAMS, [L. s.]
President of Central Wharf and Wet Dock Corporation.

C. H. PEASLEE, [L. s.]
Collector.

In presence of—

LEVI H. MARSH, witness to the signatures of Thomas Lamb and M. Williams.

B. F. HALLETT to C. H. Peaslee.

Boston, July 23, 1856.

At a meeting of the president and directors of Boston pier, on the Long wharf, held this day:

An indenture or agreement of this date, by and between the Long Wharf, the Central Wharf, and the United States, in relation to widening the street easterly of the custom-house, and for extending the drain from its present outlet at the head of the dock to another below the intended improvements in our south dock, which indenture was prepared by B. F. Hallet, esq., United States district attorney, having been read and considered at this meeting, it was

Voted, That Thomas Lamb, esq., president, be and he is hereby authorized to sign the same in behalf of this corporation.

A copy from record.

LEVI H. MARSH, *Clerk.*

At a meeting of the trustees of Central Wharf and Wet Dock Corporation, held at their counting-room, No. 28 Central wharf, on Wednesday, the 23d day of July, A. D. 1856, pursuant to notice given,

An agreement, entered into with the United States by the Boston Pier or the Long Wharf Corporation and the Central Wharf and Wet Dock Corporation, having been submitted to the meeting for consideration by the committee appointed by the trustees the 5th day of May last upon this subject, and having been read, it was

Voted, That the trustees approve of the same, and that the president be requested, and he hereby is authorized, to sign and seal the said agreement in behalf of this corporation.

A true copy from the record.

JAMES M. BLANEY,
Clerk Central Wharf and Wet Dock Corporation.